

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



**D.C. DEPARTMENT OF GENERAL SERVICES**

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD CONTRACTOR WITH GMP  
MCMILLAN SAND FILTRATION SITE DEMOLITION AND SITE DEVELOPMENT  
PROJECT**

**Solicitation Number: DCAM-16-CS-0140**

August 24, 2016

**Proposal Due Date:** September 20, 2016 by 2:00 p.m.

**Preproposal Conference:** August 30, 2016 at 9:30am

*to be held at:*

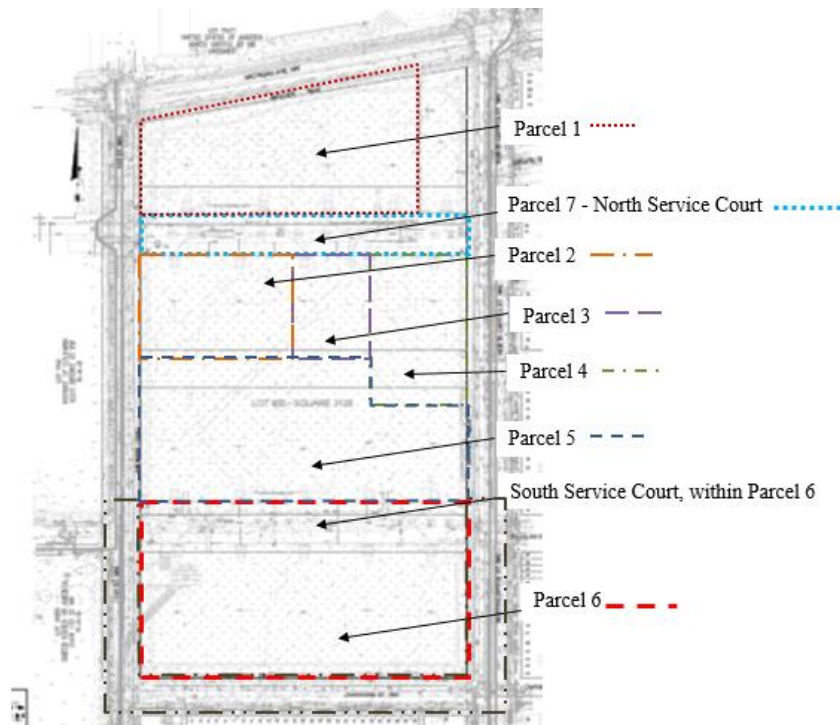
**Department of General Services  
1250 U Street NW, 4<sup>th</sup> Floor  
Capitol Hill Conference Room  
Washington, DC 20009**

**Site Visit:** August 30, 2016 at 11:00 a.m. &  
September 1, 2016 at 1:00 pm

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## Executive Summary

The Department of General Services (“**Department**” or “**DGS**”) is issuing this Request for Proposals to engage a Design-Builder in connection with the redevelopment of the McMillan Sand Filtration Site bounded by Michigan Avenue NW, 1<sup>st</sup> Street NW, Channing Street NW, and North Capitol Street NW (the “**McMillan Site**”). DGS is undertaking this work on behalf of the Office of the Deputy Mayor for Planning and Economic Development (“**DMPED**”). By way of background, DMPED is the office within the District government charged with disposing of excess property and has entered into an agreement with Vision McMillan Partners, LLC (the “**Developer**”) pursuant to which the District (acting through DMPED and/or DGS) will undertake certain horizontal development activities necessary to make the site ready for vertical development as well as construct a park and community center on the southern portion of the McMillan Site. For purposes of the development agreements between the District and the Developer, the McMillan Site has been divided into seven separate parcels as shown below:



In general, the District is required to:

- a. Undertake the demolition design and selective demolition of underground cell structures on the entire McMillian Site (i.e. all 7 parcels) and site preparation for Parcel 6;
- b. Design and construct all necessary improvements in the South Service Court in Parcel 6 to include, but not limited to, roads, sidewalks, hardscape, and utilities;
- c. Design and construct all vertical development site improvements in Parcel 6 to include, but is not limited to;

- i. a Community Center of approximately 17,500 gross square feet of floor area
  - ii. a playground
  - iii. a park
  - iv. a plaza
  - v. Olmstead Walk and the corner stairs adjacent to Parcel 6
- d. Design and construct all necessary off-site improvements from inside the curb line including, but not limited to, new sidewalks, hardscape, street lights, and landscaping along those portions of North Capitol Street NW, Channing Street NW and First Street abutting Parcel 6;
- e. Design and implement stabilization and restoration of the historic assets in the South Service Court within Parcel 6, including the stabilization, restoration and improvements to part of sand filtration cell 28 in Parcel 6;
- f. Design and implement stabilization and restoration to the historic assets in the North Service Court within Parcel 7; and
- g. Design and construct all necessary improvements in the non-drive aisle in Parcel 7 to include, but is not limited to, hardscape and utility stub-outs to the historic assets.

Collectively, items (a) through (g) shall be referred to as the “**District’s Development Obligations**”. Implementing the District’s Development Obligations on the McMillan Site is defined as the “**Project**”. DMPED has tasked DGS with implementing the District’s Development Obligations, and DGS, in turn, seeks to hire a Design-Builder to undertake those responsibilities as further described in this RFP, including furthering the set of preliminary design documents referred to in **Attachment A-2** (such documents, the “**Bridging Documents**”).

The remainder of the McMillan Site will be the responsibility of the Developer who will undertake all other vertical pre-development and construction activities on the McMillan Site. In general, the Developer’s vertical construction responsibilities include:

- Parcel 1 will be developed into a healthcare facility with ground floor retail;
- Parcel 2 will be developed into a multi-family residential building with ground floor retail;
- Parcel 3 will be developed into a healthcare facility with ground floor retail;
- Parcel 4 will be developed into a multi-family residential building with a ground floor grocery store; and
- Parcel 5 will be developed into approximately 146 row house residential units.

**Attachment A-3** shows the allocation of responsibility for the various elements of work related to the District’s Development Obligations. The development activities on the McMillan Site are subject to the conceptual Master Plan that was established for the McMillan Site in Zoning Commission Case No. 13-14, the Mayor’s Agent Orders (HPA No. 14-393 & 15-133), and Historic Preservation Review Board action (HPA No. 16-310) (collectively “**Entitlements**”). DMPED and DGS are pursuing approval by the U.S. Commission on Fine Arts related to work

to be performed under this RFP. The Developers continue to pursue additional entitlement approvals for their vertical construction responsibilities.

## **A.1 Project Budget**

The Department has a budget of \$59 million for this Project. Those costs are all inclusive and generally include all design, demolition, construction and FF&E to complete the District's Development Obligations.

## **A.2 Project Schedule**

A preliminary list of milestone schedule dates has been prepared showing the key actions that must be implemented by the Design-Builder and the approximate timing of each to complete the District's Development Obligations. This preliminary schedule is included as **Attachment A5**.

It is important that the Design-Builder mobilize to the McMillan Site and begin construction activity related to the District's Development Obligations no later than December 16, 2016. This mobilization and construction activity can be a phased portion of the overall scope to satisfy this requirement. For that reason the Department is requesting the Offeror's proposal include a hard cost for the stabilization of the historic assets in Parcel 7 to allow for a prompt mobilization to the McMillan Site after award. See **Section A.3** for fee proposal breakdown, and **Section B.6.2.1** for a definition of the work to be completed in Parcel 7 as part of this work, which will be hence forth referred to as the '**North Service Court Early Work**'.

It is also important to note that there are several firm deadlines established in the Zoning Commission's Order No. 13-14 (the "**McMillan Zoning Order**") for the McMillan Site. These are as follows:

- (i) the McMillan Zoning Order requires that an application for a building permit must be submitted no later than April 17, 2017 for Phase 1 of the McMillan Site. In furtherance of this requirement, the Design-Builder will be required to submit for a building permit no later than March 1, 2017;
- (ii) the McMillan Zoning Order requires that a building permit shall be obtained no later than April 17, 2018 for the Historic Preservation as indicated in the Scope of Work and that work shall be completed prior to the issuance of the certificate of occupancy for the community center. In furtherance of this requirement, the Design-Builder will be required to submit for a building permit no later than March 1, 2018, except for that work required to complete the North Service Court Early Work. This Historic Preservation work and North Service Court Early Work will be required to be completed no later than March 1, 2019; and
- (iii) the McMillan Zoning Order further requires that construction for Phase 1 must commence no later than April 17, 2018. In furtherance of this requirement, the Design-Builder will be required to start construction on the District's Development Obligations no later than March 1, 2018.

Substantial Completion of the entire Project is to be no later than April 5, 2019, with Final Completion no later than May 20, 2019. Final Completion includes all punchlist items complete and all close-out documents submitted to the Department.

**No extensions of any kind will be granted to any of these dates by the Department.** The Department has included a “buffer” of approximately 6 weeks between the date on which the Design-Builder is required to take an action and the date established in the McMillan Zoning Order. This time is **not** for the benefit of the Design-Builder, but rather is included to give the Department time to react in the event the Design-Builder fails to achieve these milestone dates.

### **A.3 Fee & General Conditions Bid**

As is more fully described in the Agreement for Design-Build Services, this will be a cost plus award fee with a guaranteed maximum price type contract. Offerors will be required to submit with their proposals the following price components:

- (i) a Design-Build Fee;
- (ii) a Design Fee;
- (iii) a General Conditions Budget; and
- (iv) a hard cost proposal for the ‘North Service Court Early Work’ – See **Section B.6.2.1** for details of scope.

The Design-Build Fee will be a firm, fixed fee. The Design-Build Fee should include the Offeror’s home office overhead and profit for the District’s Development Obligations as well as those costs that would be incurred prior to formation of the GMP. The General Conditions Budget shall be established as the Maximum Cost of General Conditions. Allowable costs, as defined in Section B.11 shall be reimburseable subject to the General Conditions Budget bid by the Offeror. To the extent the Design-Builder incurs General Conditions Costs in excess of the Maximum Cost of General Conditions; the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project. Design costs shall be reimbursable subject to a cap equal to the Design Fee bid by the Offeror. All of these price components should be detailed and submitted in an Offer Letter in substantially the form of **Attachment B** on the Offeror’s letterhead.

It is the Department’s intent to engage the Design-Builder to develop a design for McMillan Site based on the Bridging Documents (to be distributed to all Offerors upon receipt of a signed non-disclosure agreement), the Entitlements, and the site layout attached hereto as **Attachment A1**. This design must be consistent with the Project Budget as described in **Section A.1**. The Design-Builder shall not be entitled to any additional fees or general conditions unless: (i) the Department makes additions to the scope that represent an increase of more than ten percent (10%) of the work measured relative to the Bridging Documents as modified by the Design Improvement Documents; or (ii) the Department makes material additions to the scope provided for in the GMP Amendment which (other than for punchlist or warranty work) require the Design-Builder’s services to extend beyond April 5, 2019. Please note, however, that punchlist

activities may extend beyond the Substantial Completion Date and that such activities will not entitle the Design-Builder to additional fees or general conditions.

#### **A.4 Award Fee**

The Department intends to utilize an award fee structure for this Project. Forty percent (40%) of the Design-Build Fee will be at-risk (the “At-Risk Portion”). The Design-Builder will be eligible to earn the At-Risk Portion based on its performance regarding the goals listed below:

- (a) Ten percent (10%) shall be earned if the Design-Builder mobilizes to site and commences construction activity no later than December 16, 2016;
- (b) Ten percent (10%) shall be earned if the Design-Builder completes all demolition work (horizontal development) within 12 months of receipt of the demolition permit;
- (c) Ten percent (10%) shall be earned if the final GMP amendment is executed for all of the District’s Development Obligations for an amount that does not exceed \$59 million no later than November 30, 2017 and the work contemplated in such GMP would not require relief from the Entitlements; and
- (d) Ten percent (10%) shall be earned if substantial completion of the District’s Development Obligations is completed no later than the April 5, 2019 (i.e. measured without reference to excusable delays that occur after the GMP is agreed upon).

The above items are objective criteria and entitlement to the relevant portion of the Award Fee Pool will be determined based on whether the criteria have been met. These criteria will be treated as “pass/fail” criteria and it is emphasized that factors beyond the selected Offeror’s control can impact entitlement to those portions of the Award Fee Pool. **Offeror’s should base their pricing on the terms set forth in this RFP and based on the assumption that entitlement to each part of the Award Fee Pool is determined by factors that are beyond their control.**

Within sixty (60) days after award, the selected Offeror and the Department shall appoint a committee that will determine entitlement to the Award Fee Pool by majority determination (such committee, the “**Award Fee Evaluation Committee**”). The Award Fee Evaluation Committee will consist of: (i) the Department’s Deputy Director for Capital Construction; (ii) a representative from Department of Parks and Recreation (“**DPR**”); and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both Parties.

#### **A.5 Phasing**

The Design-Builder’s scope of work will be divided into two phases: (1) the **Preconstruction and Design Phase**; and (2) the **Construction Phase**. The **Preconstruction and Design Phase** is also sub-divided into two stages: (1.1) the **Early Design Phase**; and (1.2) the **Detailed Design Phase**. This phasing plan has been developed in order to align the Design-Builder’s work with the District’s Development Obligations and to expedite the redevelopment of the McMillan Site.

**A.5.1 Early Design Phase.** The Early Design Phase has three goals. First, the Design-Builder will advance the design for the North Service Court Early Work as described in **Section B.6.2.1** and attain the necessary permits to allow for a prompt mobilization to begin stabilization construction activity on the historic assets by December 16, 2016. Second, the Design-Builder shall prepare and submit the necessary documents to obtain those permits that will enable the Design-Builder to proceed with demolition and selective site work within three (3) months after the notice-to-proceed for early design activities (the “**Early Design NTP**”). Third, the Design-Builder shall develop value engineering and design adjustments that will allow the District’s Development Obligations to be completed within the Project Budget. More specifically, the Design-Builder’s scope of work during this phase will include:

- (i) Produce and submit the final stabilization permit package for the historic assets in the service courts, with the North Service Court Early Work package being expedited as a priority for a prompt mobilization to begin construction by December 16, 2016;
- (ii) Produce and submit foundation to grade permit drawings for the Community Center and final demolition permit package for all parcels in the McMillan Site;
- (iii) Produce and submit the final sheeting & shoring permit package;
- (iv) Produce and submit the early public space permit package;
- (v) Produce and submit the street closure permit package (if necessary);
- (vi) Produce the initial scope clarification package of the Bridging Documents (“**Design Improvement Documents**”) to implement the District’s Development Obligations within the Project Budget and resolve any potential constructability issues in the Bridging Documents. During this phase the Target GMP will be developed;
- (vii) Produce a set of complete 60% design development documents for the District’s Development Obligations that incorporates the scope clarifications and reductions developed and approved in the Design Improvement Documents (the “**60% Design Development Documents**”). The 60% Design Development Documents will include both drawings and outline specifications and shall contain at least the level of detail contemplated in the AIA best practices;
- (viii) Develop a GMP for the Project, including breakout pricing for the demolition work and site mobilization; breakout pricing for site prep work for Parcel 6 and historic preservation of assets in service courts; and breakout pricing for vertical development on Parcel 6 including streetscape and off-site improvements; and
- (ix) Participate in the on-going community engagement process.

All of the above referenced design submissions shall be prepared in cooperation with DGS, which will work in coordination with the Department of Parks and Recreation (“**DPR**”), and DMPED.

**A.5.2 Detailed Design Phase.** Once the activities described in the Early Design Phase have been completed and the Department has approved the 60% Design Development Documents, the Detailed Design Phase shall begin. During this phase, the Design-Builder will be required to:

- (i) Progress the 60% Design Development Documents to permit drawings/specifications and submit for permit(s);
- (ii) Progress the permit drawings/specifications for the Project to construction documents; and
- (iii) Participate in the on-going community engagement process.

The foundation plans submitted for permit during the Early Design Phase may need to be modified and/or resubmitted during this phase. Modifications, if required, to the stabilization and restoration permit drawings package would take place at this time, with the exception of the North Service Court Early Work. Construction and construction administration services for early authorized stabilization and demolition work may also occur.

**A.5.3 Construction Phase.** During the Construction Phase (Phase 2), the Design-Builder will be required to provide construction and construction administration services for the full construction scope of the Project to complete the Districts Development Obligations as described in Executive Summary and further detailed in Section B.6.2.

## **A.6 Contract Documents**

The Agreement for Design-Build Services and Standard Contract Provisions are attached hereto as **Attachment L**. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP, the Standard Contract Provisions and the Agreement for Design-Build Services, the Standard Contract Provisions and Agreement for Design-Build Services Form of Contract shall have precedence. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Standard Contract Provisions and entering into an Agreement for Design-Build Services. **A Proposal that identifies or describes changes or exceptions to the Standard Contract Provisions, the Agreement for Design-Build Services, or the Letter Contract, as defined in Section B.2 of this RFP, may be deemed unresponsive.**

## **A.7 Economic Inclusion**

The Department requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible. Thirty-Five Percent (35%) of the Contract Work must be awarded to entities that are certified as Small Business Enterprises by the District of Columbia Department of Small and Local Business Development as outlined in **Section C**.

The Department will also require that the selected Contractor and all of its sub-consultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services.



Please see **Section C** of this RFP for additional information regarding the Economic Inclusion requirements.

### **A.8 Selection Criteria**

Proposals will be evaluated in accordance with **Section D** of this RFP. The following evaluation criteria will be used:

- Builder’s Experience & References (10 points)
- Builder’s Key Personnel (10 points)
- Architect/Engineer’s Experience & References (10 points)
- Architect/Engineer’s Key Personnel (10 points)
- Price (20 points)
- Project Management Plan & Schedule (40 points)
- CBE Preference (up to 12 points)

### **A.9 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                     |
|---|-------------------------------------|
| • Issue RFP                             | August 24, 2016                     |
| • Pre-proposal Conference               | August 30, 2016                     |
| • Site Visit                            | August 30, 2016 & September 1, 2016 |
| • Last Day for Questions/Clarifications | September 6, 2016                   |
| • Proposals Submission Due              | September 20, 2016                  |

### **A.10 Attachments**

- |                      |  |
|----------------------|--|
| <b>Attachment A</b>  | - McMillan Design Documents                            |
| <b>Attachment A1</b> | - Layout of McMillan Parcels                           |
| <b>Attachment A2</b> | - Bridging Documents: Drawing List                     |
| <b>Attachment A3</b> | - Scope Delineation Matrix                             |
| <b>Attachment A4</b> | - Value Engineering and Scope Adjustment Opportunities |
| <b>Attachment A5</b> | - Preliminary Project Schedule                         |
| <b>Attachment A6</b> | - General Conditions Table                             |
| <b>Attachment B</b>  | - Form of Offer Letter & Pricing Documents             |
| <b>Attachment C</b>  | - Bidder/Offeror’s Certification Form                  |
| <b>Attachment D</b>  | - Tax Affidavit  |
| <b>Attachment E</b>  | - Davis-Bacon Wage Rates                               |
| <b>Attachment F</b>  | - Bid Bond Form  |
| <b>Attachment G</b>  | - DC DGS Standard Contract Provisions (Construction)   |
| <b>Attachment H</b>  | - SBE Subcontracting Plan                              |
| <b>Attachment I</b>  | - First Source Agreement                               |

**Attachment J**  
**Attachment K**  
**Attachment L**  
**Attachment M**  
**Attachment N**  
Attachment O

- 2016 Living Wage Act
- Past Performance Evaluation Form
- Agreement for Design-Build Services
- Notice to Proceed and Letter Contract
- Weekly Project Status Report Template
- Bid Guarantee Certification

## **SECTION B           SCOPE OF WORK**

### **B.1 Design-Builder's Duties; General Intent**

The Design-Builder will be required to work with the District to advance the design for the Project and to construct the approved design for the Project to achieve substantial completion no later than April 5, 2019. The Design-Builder will be required to provide a “turn-key” community center building and park ready for occupancy by DPR/DGS. Without limiting the generality of the foregoing, the Design-Builder shall be required to provide all of the design services, management, personnel, supervision, labor, materials, equipment, insurance, bonds and other services necessary to complete the Project. In general, the Design-Builder's scope of work will be divided into two phases: (i) the Preconstruction and Design Phase; and (ii) the Construction Phase. The Design-Builder's work will generally be localized in two of the seven Parcels – Parcel 6 and Parcel 7 – however it will also include selective demolition of the entire site as well as various other streetscape improvements. The Department anticipates that there will be an early design and preconstruction phase of work that includes progressing certain portions of the Project to permit packages and submitting them for approval.

**B.1.1 Conformance with Laws.** It shall be the responsibility of the Design-Builder to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, policies of governmental bodies and the Entitlements.

**B.1.2. Time is of the Essence.** Time is of the essence with respect to the contract. The Design-Builder must perform the work so as to achieve Substantial Completion of the Project no later than April 5, 2019. As such, the Design-Builder must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

### **B.2 Initial Deliverables (Early Design Phase)**

By separate contract the Developer has caused Bridging Documents to be created for the McMillan Site, including those related to the District's Development Obligations. The Department has elected to proceed with the bridging design-build delivery method contemplated in this procurement. At the time the Design-Builder is appointed, their initial task shall be to review the Bridging Documents and evaluate the same while working with the Department to determine programmatic, schedule and budget requirements and provide the design deliverables as further described in this section. The Department will issue a notice to proceed for preconstruction services (the “Preconstruction NTP” or “Letter Contract”), attached hereto as **Attachment M**. The Preconstruction Phase will run from the issuance of the NTP through the execution of the GMP Amendment. Offerors are advised that they are required to submit their proposal premised upon agreeing to the terms of the Preconstruction NTP. To the extent there are ambiguities or inconsistencies between this RFP, the Standard Contract Provisions and the

Preconstruction NTP, the Standard Contract Provisions and the Preconstruction NTP shall have precedence.

As part of the Preconstruction efforts, the Design-Builder shall prepare the following reports:

**B.2.1 Preliminary Budget Estimate.** The Design-Builder shall prepare a detailed cost estimate of the Bridging Documents with value engineering recommendations and submit such estimate to the Department no later than twenty one (21) days after the Preconstruction NTP is issued (such estimate, the “**Preliminary Budget Estimate**”). With regard to building systems (i.e. roofs, doors, HVAC, security, IT, etc.), the Preliminary Budget Estimate shall be prepared on a “system” basis that identifies the key building systems or functions and allocates an estimated cost for each such system. The Design-Build Fee, the cost of general conditions, and contingencies shall be broken out in separate line items. The primary purpose of the Preliminary Budget Estimate is to aid the Department in understanding the costs associated with key elements of the Project so as to better prioritize and manage the use of the funding allocated to this Project.

**B.2.2 Construction Management Plan.** Draft Construction Management Plan to be submitted within fourteen (14) days after the Preconstruction NTP is issued and includes, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

**B.2.3 Baseline Schedule.** Within fourteen (14) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a baseline schedule for the Project (the “**Baseline Schedule**”). The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 (“**P6**”) native format and shall be updated by the Design-Builder, at a minimum, on a weekly basis. Once the key milestone dates are agreed upon those milestone dates will be subject to Liquidated Damages as further described in **Section B.6.11** should they not be achieved.

**B.2.4 Constructability/Sole Source/Long-Lead Time Memorandum.** Within twenty one (21) days after the Preconstruction NTP is issued, the Design-Builder shall prepare and submit a memorandum that identifies key construction concerns related to the Project. The memorandum shall include (i) an assessment of constructability and phasing

issues; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

**B.2.5 Liquidated Damages.** The Design-Builder acknowledges that the Department is engaging the Design-Builder to provide an extensive level of preconstruction support services so as to minimize the potential for cost overruns, schedule delays or the need for extensive value engineering/re-design late in the Project and that the reports required under this **Section B.2** are key to realizing the value of such services. In the event the Design-Builder fails to deliver any of the reports required in this section (and unless such failure is the result of any event of Force Majeure), the Design-Builder shall be subject to liquidated damages in an amount of Seven Thousand Five Hundred Dollars (\$7,500) plus Five Hundred Dollars (\$500) per day after receiving written notice from either the Contracting Officers Technical Representative “COTR” or the Contracting Officer of failure to submit such report.

**B.2.6 Additional Preconstruction Services.** In addition to those items enumerated above, the Design-Builder shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not necessarily limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, and monitoring of historic assets.

### **B.3 Administrative Matters**

The Design-Builder shall be required to submit the reports as described in this **Section B.3**.

**B.3.1 Weekly Report.** The Design-Builder shall provide written reports to the Department, on the progress of the entire Work weekly from Preconstruction NTP until Final Completion of the Project. A template of the standard Weekly Project Status Report to be completed by the Design-Builder each week is provided in **Attachment N**.

**B.3.2 Weekly Schedule Updates.** The Design-Builder shall provide a baseline schedule update to the Department, on the progress of the entire Work on a weekly basis, in the same format set forth in **Section B.2.3** of this RFP and included as part of the Weekly Status Report further described in **Section B.3.1**. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the Design Builder's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The Design-Builder shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the scope of work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes.

**B.3.3 Use of Prolog.** The Design-Builder shall utilize Prolog for the submission of: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

**B.3.4 Project Meetings.** The Design-Builder will be responsible to schedule, chair, and scribe all project related meetings and distribute meeting minutes to all attendees.

#### **B.4 Design Management (Design Services)**

Between the time the Preconstruction NTP is issued and the time the GMP is accepted by the Department, the Design-Builder shall use commercially reasonable best efforts to ensure that (i) design evolves in a manner that is consistent with the Project Budget and the Department's programmatic requirements; (ii) the design work is properly coordinated; and (iii) the required design deliverables are produced on or before the dates contemplated in the Initial Project Schedule. In general the Design-Builder will be required to:

- (i) advance a design and receive permit(s) for the selective demolition of Parcels 1 through 7 of the McMillan Site (refer to **Attachment A1** for definition of parcels);
- (ii) advance a design and submit/receive permit(s) for the development of public spaces which includes
  - a. the stabilization, and restoration or preservation of select historic assets in Parcels 6 and 7; and
  - b. the land and vertical development of Parcel 6 including a community center, park, playground and adjacent streetscape;
- (iii) advance a design and submit/receive permit(s) for select off-site improvements surrounding Parcel 6; and
- (iv) implement the approved designs.

A package for early review of the demolition permit package as well as the permit package for the stabilization and restoration of historic assets have already been produced and submitted by DMPED to the District of Columbia Department of Consumer and Regulatory Affairs (DCRA). A copy of these early review permit sets are available as part of the Bridging Documents. It is critical for the overall Project that the permit package for the foundation to grade for the community center as well as the final demolition permit package be submitted for contiguous approval of both permits. **It is expected that the final demolition permit should be submitted to DCRA no later than December 2016 (or NLT 70 days after NTP for initial Preconstruction activities).** The foundation to grade permit set for submission will be based on the Bridging Documents *with no modifications to the design*, and the final demolition permit set shall reflect any early review comments. Any modifications to the community center design will occur as the design is advanced as indicated below in **Section B.4.**

As part of this undertaking, the Design-Builder shall:

**B.4.1 Attend the Scope Clarification Kick-off Meeting.** The Department is aware that the Bridging Documents include items that are beyond the base scope and Project Budget of the Project. **Attachment A2** also provides an order of precedence of the Bridging Documents in the event a conflict is found between two documents. **Attachment A3** titled “Scope Delineation Matrix” has been provided as part of this RFP to help provide scope clarifications between work to be performed by the Department and the Developers on the McMillan Site. The Design-Builder shall be responsible for scope not identified in the Scope Delineation Matrix necessary to complete the Project. The kick-off meeting will include a working session with the Department to review and further confirm the separation of scope between the Developers and the Department, confirm programming and layout requirements for the community center, as well as further explore the already identified Value Engineering and Scope Adjustment Opportunities provided in **Attachment A4**. Additionally the meeting will be an opportunity to review the most recent Entitlements, and confirm which Bridging Document Design Review Comments (included as part of **Attachment A2**) are to be carried forward and addressed in the initial submission of design improvements/changes. Note that this task will overlap with the task described in **Section B.2** above.

**B.4.2 Site Visits/Coordination/Community Engagement.** Perform site visits and attend/facilitate meetings with District staff as necessary to develop and progress Design Improvement Documents. Meet and coordinate with the Developers and contractors performing work related to other parts of McMillan as necessary. Meet and coordinate with regulatory, reviewing, and stakeholder agencies as necessary. Meet and coordinate with all applicable utility companies and agencies as required. Attend and participate in community meeting(s) to update community regarding the Project. Act as scribe for all necessary coordination meetings and distribute minutes as necessary.

**B.4.3 Permit Process and Code Review.** The Design-Builder shall cause the design element of its team to advance the design for the Project as necessary to implement the work and to obtain necessary additional permits and approvals, including but not limited to DCRA, Commission on Fine Arts (CFA), National Capital Planning Commission (NCPC), and the D.C. Historic Preservation Office (HPO) approvals. The Design-Builder shall monitor the permit process and shall cause its design team to incorporate any changes or adjustments required to comply with the Code Official. The Design-Builder shall also cause the Architect to issue any such changes to the Department for its review and approval. In this submittal, the Architect shall highlight (or bubble) any aspect of the design that represents a material deviation from the permit set documents and shall address in a narrative format the impact, if any, such departure shall have on the Project’s aesthetics, functionality or performance. The Early Design permit drawings will include, but are not limited to:

- (i) Produce and submit the final stabilization and restoration permit package for the historic assets in the service courts, with the North Service Court Early Work package being expedited as a priority for a prompt mobilization to begin construction by December 16, 2016;

- (ii) Produce and submit foundation to grade permit drawings for the Community Center and final demolition permit package for all parcels in the McMillan Site;
- (iii) Produce and submit the final sheeting & shoring permit package;
- (iv) Produce and submit the early public space permit package; and
- (v) Produce and submit the street closure permit package (if necessary).

**B.4.4 Value Engineering and Design Improvement Documents.** Prior to the further development of Design Improvement documents, the Design-Builder shall review the existing design documents with the Department for conformance to current Department standards and operational goals as well as sustainability opportunities. The Design-Builder shall prepare a package of potential design betterments/changes that may be achieved within the constraints of budget, zoning, Entitlements, and building codes to be submitted to the Department for review and approval. To assist in this effort a list of already identified Value Engineering and Scope Adjustment Opportunities are provided in **Attachment A4**. Note that this task will overlap with the task described in **Section B.2** above.

The initial design improvements package (“**Design Improvement Documents**”) shall include:

- (i) drawings & specifications clearly separating work under this contract from work by others which is not in contract (“N.I.C.”) and a construction phasing plan for the work;
- (ii) design improvements/changes to the Bridging Documents including value engineering and scope adjustments as identified by the Department and updates required by the Entitlements and subsequent recommendations; and
- (iii) design improvements/changes identified by the Design-Builder.

Items (ii) and (iii) can be developed as concept drawings. Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of the Initial Design Improvements Package including Cost Estimate and schedule to the Department for review and approval. During this staged, and based on the information developed and provided herein, the Target GMP will be established.

**B.4.5 Design Development Drawings (60%).** The Design-Builder shall ensure that the design is progressed in a manner consistent with the Department’s Project Budget for the Project, *i.e.*, designed to budget. Prior to development of the building permit drawings the Design-Builder shall submit to the Department a Sixty Percent (60%) drawing set for its review and approval along with:

- (i) value engineering ideas to construct the Project within the Project Budget;
- (ii) a list of long-lead purchasing items that would need to be purchased prior to negotiation and approval of the final GMP if the Project is to remain on schedule;
- (iii) a review of any constructability or other issues that could adversely affect the Project’s schedule or budget;
- (iv) a plan for constructing in and around the historic assets; and
- (v) an analysis of additional sustainability opportunities, their feasibility, impact on LEED credits, cost, and time implications.



The Design-Builder is required to work in collaboration with the Department at all phases during the design development and respond in writing to all comments made by the Department on the plans. The Design-Builder is required to coordinate all necessary items to include, but is not limited to:

- (i) All furniture, fixtures, and equipment requirements (“FF&E”) for a complete “turn-key” project;
- (ii) Coordinate security, phone and IT requirements;
- (iii) Coordinate walking museum requirements;
- (iv) Coordinate Capital Bikeshare requirements; and
- (v) Coordinate final utility plans and final connections as required.

Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of Design Development Documents including Detailed Specifications, Cost Estimate and schedule to the Department for review and approval (60% plan review).

**B.4.6 Permit (90%) and Construction (100%) Documents.** Prepare and submit three (3) hard-copy sets, and one (1) electronic copy in PDF of the Permit (90%) and Construction (100%) Documents including Detailed Specifications, Cost Estimate and schedule to the Department for review and approval.

**B.4.7 LEED.** All new buildings must meet a minimum of LEED-Silver (v4) rating and the master plan for the overall development for the PUD Site shall be evaluated for LEED-Neighborhood Development certification of LEED-Gold (v4) or higher. As such, the Community Center will meet a *minimum* of LEED-Silver (v4). **Ongoing and frequent coordination with the District will be required throughout the duration of this contract related to LEED requirements.** The Design-Builder and the Developers of the other 5 parcels related to LEED-Neighborhood Development requirements will be coordinated through the District. The Design-Builder will be required to verify the new buildings are registered with USGBC to obtain LEED certification, if not, register and pay any remaining registration fees.

## **B.5 GMP Formation**

Based on the agreed upon trade bidding strategy and approved Design Development Documents (60% plans per B.4.5.), the Design-Builder shall prepare and submit to the Department a GMP proposal. The GMP shall be agreed upon in the manner set forth in this **Section B.5**.

**B.5.1 Trade Bidding Process.** No later than seven (7) days after approval of the Design Improvement Documents, the Design-Builder shall submit to the Department for its review and approval a written submission on the proposed subcontractor bidding procedures. These procedures shall include:

- (i) a list of proposed trade packages;
- (ii) a list of trade subcontractors that will be invited to bid on each such package; and

(iii)a narrative description of the process.

In addition to the information normally required in such bids, the Design-Builder shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by District of Columbia residents. At least three (3) potential subcontractors shall be identified for each trade package. A copy of this deliverable shall be provided to both the COTR and Contracting Officer.

**B.5.2 Manage Bidding Process.** The Design-Builder shall manage the trade bidding process in accordance with the approved bidding procedures and shall use commercially reasonable best efforts to obtain at least three (3) qualified and bona fide bids for each trade package in excess of One Hundred Thousand Dollars (\$100,000). The Design-Builder shall carefully document its procedures for making available bid packages to potential bidders, the contents of each bid package, discussions with bidders at any pre-bid meetings, bidders' compliance with bid requirements, all bids received, the Design-Builder's evaluations of all bids, and the basis for the Design-Builder's recommendation as to which bidders should be chosen. The Department shall be afforded access to all such records at all reasonable times so that, among other things, it may independently confirm the Design-Builder's adherence to all Contract requirements including, without limitation, affirmative action requirements and subcontracting requirements.

**B.5.3 Prepare Bid Tabs.** The Design-Builder shall provide the Department with an analysis of the bids received as well as a copy of each such bid. To the extent that the Design-Builder's award recommendation is based on scoping adjustments, the Design-Builder shall clearly identify the scoping adjustment and the need for such adjustments. In general, the bid tab shall be presented in tabular format that compares the bids received and any other relevant information (i.e. exclusions, past performance history, etc.). The Design-Builder shall provide to the Department a bid tabulation, including the LSDBE and workforce participation estimates, of the trade bids obtained. Such bid tabulation should identify specifically any level of the trade bids.

**B.5.4 Licensing, Accreditation and Registration.** The Design-Builder and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the District of Columbia.

**B.5.5 Submission of GMP Proposal.** Based on the trade bids, Design-Builder shall submit a GMP Proposal to the Department to Fully Complete the Project. The GMP proposal shall include the following elements:

**B.5.5.1** A list of Drawings, Specifications, addenda and General, Supplementary and other Conditions on which the Guaranteed Maximum Price is based.

**B.5.5.2** A list of Unit Prices and Allowance items as well as a statement of their basis.

**B.5.5.3** Assumptions and clarifications made in preparing the GMP, noting in particular any exclusions. The assumptions and clarifications shall take precedence over the drawings and specifications. The Design-Builder shall prepare a separate memorandum that highlights any differences between the then approved drawings and the modifications made in the assumptions and clarifications. Such memorandum shall specifically address any changes in the Project's aesthetics, functionality or performance.

**B.5.5.4** The proposed GMP, including a statement of the detailed cost estimate organized by trade categories, allowances, contingency, and other items and the fee that comprise the GMP.

**B.5.5.5** An update to the Project's schedule to which the Design-Builder will agree to be bound. This update shall be prepared in the same level of detail and in the same manner as the Baseline Schedule.

**B.5.5.6** A CBE Utilization Plan setting forth the names and estimated dollar volume of the work that will be performed by small, local and disadvantaged business enterprises, as certified by the Department of Small and Local Business

**B.5.6 Approval of GMP.** The Department and the Design-Builder shall meet to negotiate over the terms of the GMP Proposal. Unless the Department accepts the GMP Proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Design Builder, the GMP Proposal shall not be deemed accepted by the Department. The GMP shall be subject to review and approval by the Council for the District of Columbia and shall not be effective until so approved. In the event that the Department and the Design-Builder are unable to agree upon the GMP or the schedule for the Project, the Department shall have the right to terminate the contract and assume any trade subcontracts held by the Design-Builder. In such an event, the Design-Builder shall only be entitled to Fifty Percent (50%) of the Design Fee subject to any Liquidated Damage provisions.

**B.5.6 Trade Work; Subcontracts.** It is contemplated that all or nearly all of the work will be performed by trade subcontractors under written subcontracts to the Design-Builder. The Design-Builder will not be permitted to self-perform work unless authorized pursuant to the form of contract.

## **B.6 Construction Activities**

During the Construction Phase, the Design-Builder shall be required to cause the construction to be completed in a manner consistent with the design documents approved by the Department and shall provide all labor, materials, insurance, bonds and equipment necessary to fully construct the

Project in accordance with the drawings, specifications, schedule and budget that are issued for the Project. The Design-Builder shall be responsible for paying for and obtaining all necessary permits as well as paying all necessary fees for utility connections and the like.

**B.6.1 Construction Schedule.** The key construction milestone dates for the Project are as follows:

- (i) Mobilization to site and construction activity to commence no later than December 16, 2016.
- (ii) The demolition and site preparation work shall be substantially complete no later than 12 months and 14 months respectively after approval and receipt of the demolition permit.
- (iii) All elements within Parcel 6 shall be substantially complete no later than April 5, 2019.
- (iv) The off-site improvements and streetscape work surrounding Parcel 6 shall be substantially complete no later than April 19, 2019.
- (v) Final completion of the entire Project no later than May 20, 2019, to include all punchlist items complete and all close-out documentation submitted.

**B.6.2 Construction Elements.** The construction phasing shall follow best construction practices, but shall generally be broken into elements as further described in **Section B.6.2**. The Bridging Documents provided in **Attachment A2** will further detail the scope of each of the elements, but will generally comprise the following:

**B.6.2.1 North Service Court Early Work.** As part of the early land development work the Design-Builder shall advance and implement a design for the stabilization of specific historic structures in the North Service Court as an early activity to allow for prompt site mobilization and construction to commence no later than December 16, 2016. Structures include Sand Bins (x10), Sand Washers (x6), and Regulator Houses (x2) in the North Service Court only. This work also includes stubbing out utility lines from the historic structures for future connection to the main lines that are to be installed by others.

**B.6.2.2 Horizontal Development (Demolition).** Horizontal development includes demolishing select portal walls, and select underground filter cell structures and other existing elements that are not part of the scope for stabilization and restoration as described in **Section B.6.2.4**. Anticipated stabilization activities required for demolition are addressed in the Basis of Design (BOD) document and other associated bridging document drawings. The Design-Builder will also be required to salvage and store parts of the historic assets to be reused, such as portal doors and hardware, concrete columns, and manhole covers, prior to demolition. The existing streetscape adjacent to Parcel 6 from the curb to the existing berm shall also be demolished as part of this scope.

**B.6.2.3 Land Development.** The land development or site preparation work, outside of stabilization and restoration, will be concentrated in on Parcel 6 and includes all work required to create a rough graded building area with trunk utilities and storm water connections to the

community center building and surrounding site improvements, as necessary. The Design-Builder shall evaluate the utility runs and connections as shown in the Bridging Documents and redesign to avoid long runs to the greatest extent possible as well as provide separate tie-ins for the District owned portions of the site.

**B.6.2.4 Stabilization and Restoration.** As part of the land development scope of work the Design-Builder shall advance and implement a design for the stabilization, and restoration, or preservation, of specific historic structures as shown in the Bridging Documents. The structures include but may not be limited to sand bins, sand washers and regulator houses within the service courts, partial retention of cell 28, columns which may be retained at cell 29, the portion of the Olmsted walk south of the south service court, and restoration and installation of the Memorial Fountain and its associated infrastructure if it is found to be salvageable. Stabilizing, reinforcing and finishing the north and south plinth wall of the south service court is part of this scope of work. At cell 28, it will not be known which of the scenarios in the Historic Preservation Plan will be pursued until demolition is complete and the integrity of this cell is fully known.

**B.6.2.5 Vertical Development.** In addition to the earlier development work described in B.6.2.1 and B.6.2.4, the Design-Builder shall also advance and implement a design for the vertical development on Parcel 6, which includes the Community Center building and surrounding site improvements. The site improvements scope includes various elements that include, but is not limited to, a waterfall fountain, a spray fountain, a service court level plaza, a street level plaza with amphitheatre and biofilter fountain, a playground, and open park areas. The Design-Builder will be responsible for the walking museum placards and their installation at various locations within Parcel 6, as well as conduit and other infrastructure for future walking museum elements within Parcels 6 and 7.

**B.6.2.6 On-Site and Off-Site Streetscape.** The work of the Design-Builder will also include all the new streetscape from inside the curb line south of Parcel 5 adjacent to North Capitol Street NW, Channing Street NW, and First Street NW. This will include curb cuts, sidewalks, street trees, street signage, and site furniture. The work will also include the completion of the vehicular and pedestrian portions of the south service court. The Developer will be responsible for all work required for off-site improvements south of Parcel 5 to restore North Capitol Street NW, Channing Street NW and First Street NW to finished conditions including but not limited to milling, repaving, restriping, installation of curbs and gutters, crosswalks, and traffic lights. These items are not included in this scope of work for the District's Design-Builder

**B.6.3 Compliance with Other Requirements.** In implementing the Scope of Work, the Design-Builder and its subcontractors shall comply with all of the applicable provisions of the Standard Contract Provisions as well as the requirements set forth in **Sections B.7** (Site Safety), and **B.8** (Quality Control Plan) of this RFP.

**B.6.4 LEED.** All new buildings must meet a minimum of LEED-Silver (v4) rating and the master plan for the overall development for the PUD Site shall be evaluated for LEED-

Neighborhood Development certification of LEED-Gold (v4) or higher. As such, the Community Center will meet a *minimum* of LEED-Silver (v4). **Ongoing and frequent coordination with the District will be required throughout the duration of this contract related to LEED requirements.** The Design-Builder and the Developers of the other 5 parcels related to LEED-Neighborhood Development requirements will be coordinated through the District. The Design-Builder will be required to verify the new buildings are registered with USGBC to obtain LEED certification, if not, register and pay any remaining registration fees.

**B.6.5 Drawings & Specifications.** All of the work shall be constructed in strict accordance with the final construction documents issued for and approved by (or deemed approved by) the Department.

**B.6.6 Site Office.** Throughout all construction activity the Design-Builder shall provide and Maintain a fully-equipped construction office on the Project site.

**B.6.7 Temporary Utilities.** The Design-Builder shall be responsible for the cost of temporary power and utilities used during the construction of the Project, including, but not limited to, the cost of installing such temporary connections, wiring and piping as may be required, as well as uninstalling the same as appropriate. The Design-Builder shall also be responsible for the cost of all temporary construction necessary on the site.

**B.6.8 Supervision.** Throughout all construction activity, the construction office shall be manned by personnel competent to oversee the work at all times while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, coordination of various trades, record drawings, and daily work log.

**B.6.9 Weekly Progress Meetings.** Throughout all construction activity, the Design-Builder shall conduct weekly progress meetings following a contractor generated agenda with the Department's program manager and key trade subcontractors. The Design-Builder shall draft and circulate meeting minutes for same.

**B.6.10 Community Outreach Plan.** The Design-Builder shall keep the Department informed of the construction activities and their potential impact on the community. The Design-Builder shall submit the plan to the Department prior to its implementation and such plan shall be subject to the Department's review and approval. The Design-Builder will attend community meetings as necessary and make presentations regarding the project and status.

**B.6.11 Liquidated Damages.** If the Project is not Substantially Complete by April 5, 2019, the Design-Builder shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) per day. Additionally, upon approval of the baseline schedule all agreed key milestone dates will be subject to liquidated damages as described herein. These damages shall not apply if the delay is the result of Force Majeure and the Design-Builder otherwise complies with the provisions set forth in the Standard Contract Provisions.

## **B.7 On Site and Offsite Safety**

**B.7.1 General Responsibility.** The Design-Builder shall provide a safe and efficient site, with controlled access. As part of this obligation, the Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project.

**B.7.2 Safety Plan.** Sixty days (60) days prior to the start of construction activities, the Design-Builder shall prepare a safety plan for the construction phase conforming to OSHA 29 CFR 1926 (such plan, the “**Safety Plan**”). The Safety Plan shall be submitted to the Department, and the Design-Builder shall incorporate such comments as the Department may reasonably request.

**B.7.3 Safety Barriers/Fences.** As part of its responsibility for Project safety, the Design-Builder shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by the general public and/or in coordination with work being undertaken by the Developers. The Design-Builder shall develop a plan that describes the proposed separation and the specific nature of the fences and barriers that will be used. This plan will be submitted to the Department for their review and approval prior to the commencement of construction. Once such plan has been approved, the Design-Builder shall comply with it at all times during construction.

**B.7.5 Site Security.** The Design-Builder shall be responsible for site security and shall be required to provide such 24/7 watchmen as are necessary to protect the site from unwanted intrusion.

**B.7.6 Housekeeping.** The Design-Builder shall be responsible for keeping a clean and orderly site during construction activity. The Design-Builder will also be responsible for removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

**B.7.7 Wheel Washing.** The Design-Builder shall be required to provide wheel washing stations on site so as to prevent the accumulation of dirt and other refuse on the streets surrounding the project site.

**B.7.8 Workhours.** The Design-Builder shall comply with the Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

**B.7.9 Parking.** The Design-Builder shall organize its work in such a manner so as to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the Design-Builder shall develop a parking plan for those individuals working on the site that is reasonably acceptable to the Department.

**B.7.10 Exculpation.** The right of the Department to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the Design-Builder from obligation to maintain a safe site.

## **B.8 Quality Control Plan**

**B.8.1 General Obligation.** The Design-Builder shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with contract documents. The Design-Builder's responsibility includes ensuring adequate quality control services are provided by the Design-Builder's employees and its subcontractors at all levels. The work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

**B.8.2 Quality Control Plan.** Within thirty (30) days after the design improvement documents are approved, the Design-Builder shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to the Department and shall be subject to the Department's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the design development documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the work.

**B.8.3 Implementation.** During the construction phase, the Design-Builder shall perform regular quality control inspections and create reports based on such inspections. These quality control reports shall be provided to the Department electronically on a weekly basis. The Design-Builder shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming Work. The weekly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The weekly report should specifically address issues raised during that week and outline the steps that are being used to address such issues.

## **B.9 Project Close-out & FF&E**

**B.9.1 FF&E.** The Design-Builder will also be responsible for purchasing and providing FF&E including all security and pool related equipment. A list of FF&E requirements will be developed during the Preconstruction Phase.

**B.9.2 Punchlist.** Promptly after Substantial Completion, the Design- Builder shall cause the Architect to develop a punchlist. Once the punchlist is prepared, the Design-Builder shall inspect the work along with representatives from the Department. The punchlist shall be revised to reflect additional work items that are discovered during such inspection. The Design-Builder shall correct all punchlist items no later than forty five (45) days after substantial completion is



achieved, and no later than May 20, 2019, whichever occurs sooner. The Design-Builder will be required to coordinate such work with appropriate facility personnel and will need to accommodate their requirements in getting the facility ready.

**B.9.3 Training.** The Design-Builder shall provide training to Department staff on all of the building systems. The Design-Builder shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training is completed prior to Substantial Completion of the Project.

**B.9.4 Move-In Period.** The GMP will include an allowance for work directed by the Department to assist in the move-in. It is contemplated that the Design-Builder will be required to provide an on-site crew of laborers to assist in moving furniture and other small jobs as requested by the Department.

**B.9.5 Warranties & Manuals.** Prior to the Substantial Completion of the Project, the Design-Builder shall prepare and submit the following documentation:

- (i) a complete set of product manuals (O&M), training videos, warranties, etc.;
- (ii) attic stock;
- (iii) an equipment schedule;
- (iv) a proposed schedule of maintenance for the new building;
- (v) environmental, health and safety documents for the new building;
- (vi) all LEED documentation; and
- (vii) all applicable testing and inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, swimming pool etc.) for the new building.

No later than forty five (45) days after Substantial Completion of the Project, the Design-Builder shall prepare and submit: one (1) complete hardcopy set of its Project files; and one (1) hardcopy set of full size record drawings. Additionally, the Design-Builder shall provide those same Project Files and record drawings electronically on a harddrive.

**B.9.5 Eleven Month Walk.** The Design-Builder shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the Design-Builder and a representative of the Department shall walk the Project to identify any necessary warranty work.

**B.9.6 Support for Initial Heating & Cooling Season.** The Design-Builder and its mechanical subcontractor shall provide support to the Department during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved.

**B.10 Cost Plus an Award Fee Contract.** The contract resulting from this RFP will be a cost plus an award fee type of contract with a guaranteed maximum price. Allowable costs are defined in **Section B.11** of this RFP. **Section B.12** defines entitlement to the Award Fee.

## **B.11 Reimbursable Costs**

**B.11.1 Reimbursable Costs.** The following costs shall be reimbursable at cost and without mark-up:

**B.11.1.1** Payments made by the Design-Builder to subcontractors and suppliers, but only in accordance with the subcontracts and supply agreements;

**B.11.1.2** The Cost of General Conditions (as defined below), subject however to the Maximum Cost of General Conditions;

**B.11.1.3** All amounts due to the Design-Builder under the terms of the Department's written authorization for the Design-Builder to perform any portion of the Work as Self-Performed Work. If an authorization for the Design-Builder to engage in Self-Performed Work is not on a fixed-price basis, then, as to that Work, the following costs shall be within the Cost of the Work:

(a) **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the Design-Builder, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.

(b) **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.

(c) **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the Design-Builder's agreement to turn unused excess materials over to the Department at the completion of the Project or, at the Department's option, to sell the material and pay the proceeds to the Department or give the Department a credit in the amount of the proceeds against the Cost of the Work.

**B.11.1.4** Royalty and license fees paid for use of a design, process, or product, if its use is required by this contract or has been approved in advance by the Department;

**B.11.1.5** Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees as well as the building permit fee;

**B.11.1.6** All fees and other costs necessarily incurred to carry out testing and inspection required by the contract or applicable laws, or otherwise to maintain proper quality assurance. The costs the Design-Builder incurs to schedule and coordinate any additional testing and inspections the Department may decide to conduct itself shall be reimbursable unless the additional testing establishes that the Work tested was defective or otherwise failed to satisfy contract requirements, in which case the Design-Builder shall pay the costs, without reimbursement;

**B.11.1.8** All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and

**B.11.1.9** All performance and payment bonds and general liability insurance. The Department may, in its sole discretion, allow the Design-Builder to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds.

**B.11.2 Cost of General Conditions.** The Design-Builder's general condition costs shall be reimbursable at cost and without mark-up. Only the following items however are reimbursable. Any other items or expenses are non-reimbursable and the Design-Builder shall look to its fee to cover any additional cost items.

**B.11.2.1** The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the project, administrative staff assigned on a full-time basis to the Project site, and professional staff performing scheduling, cost estimating and accounting services;

**B.11.2.2** Fringe Benefits associated with construction staff;

**B.11.2.3** Payroll taxes and payroll insurance associated with construction staff;

**B.11.2.4** Staff costs associated with obtaining permits and approvals;

**B.11.2.5** Out-of-house consultants;

**B.11.2.6** The field office for the Design-Builder including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Services Phase; (iv) furniture; (v) office supplies;

**B.11.2.7** Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;

**B.11.2.8** Local delivery and overnight delivery costs; and

**B.11.2.9** First aid facility.

**B.11.3 Non-Reimbursable Costs.** The following costs shall not be reimbursable:

**B.11.3.1** Any personnel or labor costs other than those provided for in Section 8.1.3(a) or Section 8.2.1 of the Agreement for Design-Build Services.

**B.11.3.2** Fees for any permits or licenses the Design-Builder requires to conduct its general business operations.

**B.11.3.3** Capital expenses and interest on capital employed for the Work.

**B.11.3.4** The cost of home or regional offices, it being understood that compensation for such costs is included in the Design-Build Fee and Award Fee.

**B.11.3.5** Sales or use taxes, unless the Design-Builder establishes that applicable law required payment of such taxes.

**B.11.3.6** Costs due to the errors or omissions of the Design-Builder or its subcontractors or suppliers at all tiers, negligent or otherwise.

**B.11.3.7** Costs due to breach of Contract by the Design-Builder or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged Work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the Design-Builder or its subcontractors or material suppliers at all tiers.

**B.11.3.8** Any costs incurred in performing work of any kind before Notice to Proceed, unless specifically authorized by the Department.

## **B.12 Design-Build Fee & Award Fee Calculations**

The Design-Builder's compensation shall consist of the Design-Build Fee bid by selected Offeror. In addition, the Design-Builder shall be entitled to recover at cost and without mark-up its Costs of General Conditions as that term is defined in **Section B.11.2** subject, however, to the Maximum Cost of General Conditions bid by the selected Offeror which limit shall serve as a cap on the cost of general conditions. Entitlement to the Design-Build Fee shall be determined as set forth in this **Section B.12**.

**B.12.1 Base Design-Build Fee.** The Design-Build Fee shall be divided into two categories. Sixty percent (60%) of the Design-Build Fee shall be referred to as the **Base Design-Build Fee** and the remaining forty percent (40%) shall be used to fund the **Award Fee Pool**. The Base Design-Build Fee shall be paid in monthly progress payments with fifteen percent (15%) of the Base

Design-Build Fee being allocated to the preconstruction phase of the Project, eighty five percent (85%) being allocated to the construction phase of the project. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the contract duration is extended, the remaining amounts of the Base Design-Build Fee will be re-allocated such that the then existing portion of the Base Design Build Fee allocated to each phase shall be evenly spread over the then remaining duration of the phase.

**B.12.2 Maximum Cost of General Conditions.** The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by the Department for those costs described in **Section B.11.2**. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the project beyond May 20, 2019; and (ii) the Design-Builder can demonstrate to the satisfaction of the Department that such additional Cost of General Conditions are necessary and not due to any fault of the Design-Builder, its Subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the Design-Builder incurs General Condition's costs in excess of the Maximum Cost of General Conditions; the Design-Builder shall not be entitled to reimbursement for such amounts. In such an event, the Design-Builder shall be required to adequately staff the Project.

**B.12.3 Award Fee Pool.** Forty percent (40%) of the Design-Build Fee shall be used to fund the Award Fee Pool.

**B.12.4.1** For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the parameters set forth are caused by the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

### **B.13 Excluded Cost Elements**

It is the Department's intent that the Design-Builder provide a turn-key solution for the implementation of the Project, and the budget set forth in **Section A.1** has been developed based on such framework. The Design-Builder shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section A.1** of the RFP:

- B.13.1** Costs of 3rd Party Material testing by Owner
- B.13.2** Costs of Owner Enhanced Commissioning
- B.13.3** Costs of 3rd Party Owner Inspections

## **B.14 Key Personnel; Diversion**

**B.14.1 Identification of Key Personnel.** The following individuals shall be considered key personnel: (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Structural/Demolition/Historic Preservation; (iv) the project manager who will supervise the Civil work inc. MEP; and (v) the individual that will manage quality control and interact with DGS' quality control representative. The Design-Builder will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement.

**B.14.2 Liquidated Damages.** If the Design-Builder removes or reassigns one of the key personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Design-Builder or any affiliate of the Design-Builder) without the prior written consent of the Department's Designated Representative, the Design-Builder shall pay to the Owner the sum of Twenty Five Thousand Dollars (\$25,000) as liquidated damages. These liquidated damage amount shall not bar recovery of any other damages, costs or expenses other than the Department's internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the Design-Builder in the event that member of the key personnel has been removed or replaced by the Design-Builder without the consent of the Department.

## **B.15 Deliverable List**

### **B.15.1 Preconstruction Deliverables**

The following deliverables are required during the Preconstruction and Design Phase and are further detailed in **Sections B.2, B.3, B4, and B.5**. For those deliverables required in **Section B.2** the Design-Builder should reference **Section B.2.5** for liquidated damages associated with that section. In the event that the Design-Builder fails to provide any deliverable listed below for all other sections (**B.3, B.4 and B.5**), the Design-Builder shall pay to the Department Seven Thousand Five Hundred Dollars (\$7,500) as liquidated damages for each missing deliverable.

1. Preliminary Budget (Section B.2.1)
2. Construction Management Plan (Section B.2.2)
3. Baseline Schedule (Section B.2.3)
4. Constructability/Sole Source/Long-Lead Time Memorandum (Section B.2.4)
5. Weekly Report (Section B.3.1)
6. Weekly Schedule Updates (Section B.3.2)
7. Value Engineering Analysis (Section B.4.2)
8. Produce and submit foundation to grade permit drawings for the Community Center and final demolition permit package (Section B.4.3)
9. Produce and submit the final sheeting & shoring permit package (Section B.4.3)

10. Produce and submit the final stabilization and restoration permit package for the historic assets in the service courts, with the North Service Court Early Work package being expedited as a priority for a prompt mobilization to begin construction in 2016 (Section B.4.3)
11. Produce and submit the early public space permit package (Section B.4.3)
12. Produce and submit the street closure permit package (if necessary) (Section B.4.3)
13. Value Engineering Analysis & Design Improvement Documents (Section B.4.4)
14. Design Development Drawings – 60% (Section B.4.4)
15. Building Permit Documents – 90% (Section B.4.6)
16. Construction Documents – 100% Submission (Section B.4.6)
17. Subcontractor Bidding Procedures (Section B.5.1)
18. Bid Tabs (Section B.5.3)
19. GMP Proposal (Section B.5.6)

### **B.15.2 Construction Deliverables**

1. Contingency Balance Update
2. Construction Document Packages
3. Weekly Progress Meeting Minutes (Section B.6.9)
4. Weekly Schedule Updates (Section B.3.2)
5. Weekly Reports (Section B.3.1)
6. Cost Variance Report
7. OSHA Safety Plan (Section B.7.2)
8. LEED Documentation (Section B.6.4)
9. Community Outreach Plan (Section B.6.10)
10. Close out documents (Product Manuals, Warranties, etc.) (Section B.9.5)
11. Training Manuals and Videos (Section B.9.3)
12. Quality Control Plan (Section B.8.2)
13. Quality Control Inspection Reports (Section B.8.3)
14. Corrective Action Plan (Section B.8.3)
15. Prolog Submissions (Section B.3.3)
16. Punchlists (Section B.9.2)
17. Invoices and Acceptable Application for Payment with Release of Liens and Claims.
18. Insurance Certificates
19. Performance and Payment Bonds and Agreement of Indemnity

## **SECTION C            ECONOMIC INCLUSION**

### **C.1    Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is twelve (12) points.

#### **C.1.2   Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**C.1.2.1** A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.

**C.1.2.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:



Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001  
(202) 727-3900

**C.1.2.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **C.2 Subcontracting Plan**

An Offeror responding to this solicitation which is required to subcontract shall be required to submit with its offer, any subcontracting plan required by law. Offeror's responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000), at least Thirty Five Percent (35%) of the dollar volume of the contract shall be subcontracted in accordance with **Attachment H**.

### **C.2.1 Subcontracting Plan Requirements**

#### **Mandatory Subcontracting Requirements**

1. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of Two Hundred Fifty Thousand Dollars (\$250,000), at least Thirty Five Percent (35%) of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
2. If there are insufficient SBEs to completely fulfill the requirement of paragraph 1, then the subcontracting may be satisfied by subcontracting Thirty Five Percent (35%) of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
3. A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs 1 and 2 above.
4. Except as provided in paragraphs 5 and 7 below, a prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least Fifty Percent (50%) of the contracting effort with its own organization and resources and, if it subcontracts, Thirty Five Percent (35%) of the subcontracting effort shall be with

CBEs. A CBE prime Contractor that performs less than Fifty Percent (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

5. A prime Contractor that is a certified joint venture and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least Fifty Percent (50%) of the contracting effort with its own organization and resources and, if it subcontracts, Thrity Five Percent (35%) of the subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than Fifty Percent (50%) of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
6. Each CBE utilized to meet these subcontracting requirements shall perform at least Thrity Five Percent (35%) of its contracting effort with its own organization and resources.
7. A prime Contractor that is a CBE and has been granted an offer preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least Fifty Percent (50%) of the on-site work with its own organization and resources if the contract is One Million Dollars (\$1,000,000) or less.

### **C.2.2 Subcontracting Plan**

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least Thrity Five Percent (35%) of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the offer and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- a. The name and address of each subcontractor;
- b. A current certification number of the small or certified business enterprise;
- c. The scope of work to be performed by each subcontractor; and
- d. The price that the prime Contractor will pay each subcontractor.

### **C.2.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, District of Columbia Auditor and the Director of DSLBD.

#### **C.2.4 Subcontracting Plan Compliance Reporting.**

- (1) The Contractor has a subcontracting plan required by law for this contract; the Contractor shall submit a quarterly report to the CO, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - a) The price that the prime Contractor will pay each subcontractor under the subcontract
  - b) A description of the goods procured or the services subcontracted for
  - c) The amount paid by the prime Contractor under the subcontract;
  - d) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

#### **C.2.5 Annual Meetings**

Upon at least thirty (30) days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

#### **C.2.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

#### **C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan**

1. A Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
2. Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

3. If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **Clause 8 of the SCP, Default.**

### **C.2.8 CBE as Prime Contractor**

A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Section C.2.**

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Department, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Department a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of One Hundred Thousand Dollars (\$100,000) or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least Fifty One Percent (51%) District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least Fifty One Percent (51%) apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of Five Hundred Thousand Dollars (\$500,000) or more must register an apprenticeship program with the D.C. Apprenticeship Council.

The Offeror shall comply with subchapter X of Chapter II of Title 2, and all successor acts thereto, including but not limited to the *Workforce Intermediary Establishment and Reform of First Source Amendment Act of 2011*, and the rules and regulations promulgated thereunder, including, but not limited to the following requirements:

- (i) At least twenty percent (20%) of journey worker hours by trade shall be performed by District residents;
- (ii) At least sixty percent (60%) of apprentice hours by trade shall be performed by District residents;
- (iii) At least fifty one percent (51%) of the skilled laborer hours by trade shall be performed by District residents; and
- (iv) At least seventy percent (70%) of common laborer hours shall be performed by District residents.

#### **C.4 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this Project. All subcontractors selected to perform work on the Project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

## **SECTION D EVALUATION AND AWARD CRITERIA**

### **D.1 Evaluation Process**

The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Department's Procurement Regulations.

### **D.2 Evaluation Committee**

Each submission shall be evaluated in accordance with this Section D by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Department.

### **D.3 Oral Presentation**

The Department does not intend to interview Offerors; however, it reserves the right to interview Offerors in the competitive range if necessary. If the Department conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Department's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

#### **D.3.1 Length of Oral Presentation**

Each Offeror will be given up to sixty (60) minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately forty five (45) minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Department's Evaluation Committee for no more than ninety (90) minutes.

#### **D.3.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Department reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

#### **D.3.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's

assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

### **D.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

### **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of zero (0) to one hundred (100) points. Offerors will be eligible to receive up to twelve (12) additional points based on the Offerors status as certified business enterprises as outlined in **Section C.1** of this RFP. The Department's evaluation shall not necessarily be limited to the information provided in the Offeror's proposal. As part of the evaluation, the Department will also consider its own historical experience with the Offeror, as well as the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The Contract will be awarded to the Offeror found to be the most advantageous to the Department in accordance with 27 DCMR §§ 1613.5 and 1630.5 and not necessarily the Offeror(s) with either the highest evaluated score or the lowest price. Notwithstanding the terms of this Section D.4, nothing herein shall prevent the source selection official from determining that the lowest price offer is the most advantageous to the District.

- Builder's Experience & References (10 points)
- Builder's Key Personnel (10 points)
- Architect/Engineer's Experience & References (10 points)
- Architect/Engineer's Key Personnel (10 points)
- Price (20 points)
- Project Management Plan & Schedule (40 points)
- CBE Preference (up to 12 points)

#### **D.4.1 Builder's Experience & References (10 points)**

The Department desires to engage a Design-Builder with the experience necessary to realize the objectives set forth in the RFP. The construction component of each Design-Builder (the "Contractor") will be evaluated based on their demonstrated experience in: (i) construction and renovation projects in an urban setting; (ii) adaptive reuse and renovation of historic buildings; (iii) knowledge of, and access to, the local subcontracting market; (iv) knowledge of the local regulatory agencies and Code Officials; and (v) constructing projects on fast track schedules. In evaluating these subfactors, the Department will consider, among other things, the Offeror's track record in delivering projects on-time and on-budget. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.2 Builder's Key Personnel (10 points)**

The Department desires that the Design-Builder assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals will be evaluated on the following personnel, (i) the Project Executive; (ii) the Superintendent; (iii) the Lead Project Manager responsible for overseeing and coordinating the overall success of the project; (iv) the Project Manager responsible for overseeing and coordinating the structural/demolition/historic preservation work; and (v) the Project Manager responsible for overseeing and coordinating the civil work including MEP. In addition, the Design-Builder shall identify other critical personnel which shall include but may not be limited to the Safety and Quality Control Manager(s). The availability and experience of the key individuals assigned to this project will be evaluated as part of this element. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); (iv) the time periods during which the individual will be assigned to the project and (v) his/her city of residence. This table should include all personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.3 Architect/Engineer's Experience & References (10 points)**

The Department desires to engage a design-builder with a design component that possesses the experience necessary to realize the objectives set forth in the RFP. The design component of each Design-Builder will be evaluated based on their demonstrated experience in: (i) the design of projects in an urban setting; (ii) adaptive reuse and renovation of historic buildings; (iii) cost estimating and value engineering/management; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.4 Architect/Engineer Key Personnel (10 points)**

The Department desires that the design component of the Design-Builder assign to this Project personnel who have experience in designing and completing construction projects on-time and on-budget. The personnel so assigned should have the necessary experience and professional credentials for the role each such individual is assigned. The proposal will be evaluated on the following personnel: (i) the design principal-in-charge; (ii) the architectural project manager; (iii) the civil design project manager; (iv) the landscape architect; and (v) the structural engineering project manager. Please provide a table that identifies the specific staff that will be assigned to this project. The table should include: (i) the individual's name (if known); (ii) his or her title; (iii) his or her level of effort (i.e. the percentage of time devoted to this project); and (iv) the time periods during which the individual will be assigned to the project. This table should include all



personnel that will be assigned to the project. This element of the evaluation will be worth up to ten (10) points.

#### **D.4.5 Project Management Plan & Schedule (40 points)**

Offerors are required to submit with their proposal a Management Plan. The Management Plan should clearly explain how the Design-Builder intends to manage and implement the Project. At a minimum, it should (i) outline the procedures that the Offeror will use during the pre-construction phase to guide the design so as to ensure that it will stay within the Department's budgetary constraint; (ii) outline the purchasing procedures that will be used to maximize competition and manage cost constraints; (iii) outline the procedures that will be used during the construction phase to minimize change orders and maximize Project quality; (iv) identify the key personnel and their specific roles in an organization chart for managing the Project; (v) identify the key constraints and challenges affecting the project as identified by the Design-Builder and methods to mitigate and manage; (vi) construction schedule showing how the project will be completed and the key milestone dates, and; (vii) community outreach plan. This element of the evaluation is worth up to forty (40) points).

#### **D.4.6 Price (20 points)**

Offerors will be required to bid a Design-Build Fee, a Design Fee, a General Conditions Budget, and a hard cost proposal for the 'North Service Court Early Work' – See **Section B.6.2.1** for details of scope. The Design-Build Fee will be firm, fixed fees and should include all of the Offeror's preconstruction costs through the development of a GMP for the Project. The Design-Build Fee should also include the Offeror's home office overhead and profit for the Project. The General Conditions Budget shall be established as the Maximum Cost of General Conditions as defined in the Form of Contract. Allowable costs, as defined in Section B.11 shall be reimbursable subject to the General Conditions Budget bid by the Offeror. Design costs shall be reimbursable subject to a cap equal to the Design Fee bid by the Offeror for all design services required to advance the project from the Bridging Documents to Construction Documents and all construction support necessary to complete the project. These price components will be worth up to twenty (20) points. The remaining twelve (12) points will be awarded based on the Offerors status as a certified business enterprise as outlined in **Section C.1**.

## **SECTION E PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offerors' proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.1 Submission Identification**

Submissions shall be proffered in a complete original proposal (pricing and technical submission); two (2) copy of the pricing proposal; and five (5) copies of the technical portion of the proposal as outlined below. An electronic copy of the complete original proposal either on USB flash drive or CD-ROM shall also be provided. The Offeror's original submission shall be placed in a sealed envelope conspicuously marked: **"Proposal for DESIGN-BUILD CONTRACTOR WITH GMP MCMILLAN SAND FILTRATION SITE DEMOLITION AND SITE DEVELOPMENT PROJECT."**

### **E.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

DC Department of General Services  
Contracts & Procurement Division  
Frank D. Reeves Center  
2000 14<sup>th</sup> Street, NW, 8<sup>th</sup> Floor  
Washington, DC 20009  
Attn: James H. Marshall

### **E.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 2:00 p.m. on **September 20, 2016**. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper, but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

#### **E.4.1.1 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

#### **E.4.1.2 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the Design Builder and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
  - vi. Provide a list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the Owner and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting this proposal need be listed.
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Offeror.
  - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.
  - iii. A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
    - 1. The individual's name
    - 2. The individual's role
    - 3. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.

4. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and should indicate the number of years of experience in his or her current role as well as prior roles.
  5. The individual's current workload over the next two years
- iv. A chart showing the experience that the key team members have working together.

#### **E.4.1.3 Relevant Experience and References**

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. For each such project, the Offeror should provide the information requested below:
- (i) The name and location of the project.
  - (ii) The square footage of the project
  - (iii) A short narrative of the scope of the contractor's work on the project.
  - (iv) The delivery method implemented on the project.
  - (v) The start and end dates for construction.
  - (vi) The date of builder's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
  - (vii) The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
  - (viii) The level of completion of design documents that the initial contract value was based on.
  - (ix) The actual substantial completion date and the final contract value.
- B. The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms (**Attachment K**) are completed and submitted on behalf of the Offeror directly to **Elouise Fripp** by the due date for proposals.
- C. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

#### **E.4.1.4 Project Management Plan**

The Project Management Plan should contain the information requested in **Section D.4.5** of the RFP.

#### **E.4.1.5 SBE Subcontracting Plan**

Each Offeror shall complete and submit as part of its Technical Proposal a Subcontracting Plan in the form of **Attachment H**.

#### **E.4.1.6 First Source Employment Agreement**

Each Offeror shall complete and submit as part of its Technical Proposal a First Source Agreement in the form of **Attachment I**.

#### **E.4.1.7 Preliminary Project Schedule**

Each Offeror should prepare a preliminary project schedule (the “Baseline Schedule”) that shows how the Offeror intends to complete the Project in a timely manner. The Baseline Schedule shall be subject to review and approval by the Department and the Design-Builder shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by the Department. The Baseline Schedule shall be prepared in a CPM method and be developed in a sufficient level of detail so as to permit the affected parties (i.e. the Department, the Architect and the Design-Builder) to properly plan the Project, and shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) substantial and final completion dates. The preliminary schedule must also be submitted in Primavera 6 native format, and upon award, shall be updated by the Design-Builder, at a minimum, on a bi-weekly basis. The schedule should demonstrate that the Offeror understands the project and has a workable method to deliver the project in a timely manner.

### **E.4.2 Price Proposal**

The Price proposal shall be organized as follows:

#### **E.4.2.1 Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

#### **E.4.2.2 Bidder-Offeror Certification Form**

Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.

**E.4.2.3 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

**E.4.2.4 Bid Bond**

Each Offeror shall submit with their Price Proposal a bid bond in the amount specified and further explained in Section H.1 below, in the form of **Attachment F**.

## **SECTION FBIDDING PROCEDURES & PROTESTS**

### **F.1 Contact Person**

For information regarding this RFP please contact:

Elouise Fripp  
Contract Specialist  
Department of General Services  
2000 14<sup>th</sup> Street, N.W., 8<sup>th</sup> Floor  
Washington, DC 20009  
Phone: 202-727-2733  
Email: Elouise.fripp@dc.gov

Any written questions or inquiries should be sent to Elouise Fripp at the address above.

### **F.2 Preproposal Conference / Site Visit**

A preproposal conference will be held on **August 30, 2016 at 09:30 am**. The conference will be held at the 1250 U Street NW 4<sup>th</sup> Floor, Capital Hill Conference Room, Washington, DC 20009. Interested Offerors are strongly encouraged to attend.

Two (2) Site visit will be held at McMillan Sand Filtration Site bounded by Michigan Avenue NW, 1<sup>st</sup> Street NW, Channing Street NW, and North Capitol Street NW (the “**McMillan Site**”). The first site visit will be held on **August 30, 2016**, directing following the preproposal conference. The second site visit will be held on **September 1, 2016 at 1:00 pm**.

### **F.3 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to **Elouise Fripp** at the address listed in Section F.1 no later than the close of business on **September 6, 2016**. The person making the request shall be responsible for prompt delivery.

#### **F.4 Protests**

Protests shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Department's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Department by obtaining written and dated acknowledgment of receipt from the Department's CCO. Protests received by the Department after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 4713 of the Department's Procurement Regulations (27 DCMR § 4713).

#### **F.6 Retention of Submissions**

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall have the right to distribute or use such information as it determines.

#### **F.7 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

#### **F.8 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.



- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in Section F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of submissions.

#### **F.9 No Compensation for Preparation of Submissions**

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **F.10 Rejection of Submissions**

The Department reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

### **F.11 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **SECTION G           INSURANCE REQUIREMENTS**

### **G.1    Required Insurance**

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Design-Builder will be required to maintain this coverage in force for a period of at least three (3) years after substantial completion.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

**G.1.4** Excess umbrella liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Ten Million Dollars (\$10,000,000).

**G.1.5** The Design-Builder shall purchase expanded builder’s risk insurance coverage for the project.

**G.1.6** Contractor’s pollution legal liability policy of at least Two Million Dollars (\$2,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project.

**G.1.7** The Contractor shall ensure that its architect, engineers and other design consultants maintain errors and omissions coverage with a policy limit of at least Five Million Dollars (\$5,000,000).

### **G.2    Additional Insureds**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Department, DMPED and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

### **G.3 Waiver of Subrogation**

All such insurance policies shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

### **G.4 Strength of Insurer**

All insurance policies shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

## **SECTION H BONDS**

### **H.1 Bid Bond**

Offerors are required to submit with their proposal a bid bond in the amount of Two Million Eight Hundred Fifty Thousand Dollars (\$2,850,000) (i.e. 5% of the Project Budget), in the form included as **Attachment L**. All bonding companies must be included on the Department of Treasury's Listing of Approved Sureties. Alternatively, Offerors may submit a cashier's check or irrevocable letter of credit in lieu of a bid bond. However, in the event an Offeror who is awarded a contract fails to post a payment and performance bond for the full value of the contract, the Offeror shall thereby forfeit the full amount of the cashier's check or letter of credit, and the Department shall collect such funds as liquidated damages. If the Offeror chooses to submit a cashier's check or letter of credit in lieu of a bid bond, the Offeror must complete the form included as **Attachment O** and return, notarized, with the Offeror's bid. Letters of credit must be: (i) unconditional and standby; (ii) irrevocable; (iii) issued by an FDIC insured institution that is reasonably acceptable to DGS; and (iv) able to be drawn on in the Washington, DC metropolitan area. The letter of credit shall provide that it may be drawn upon if the holder of the letter of credit submits a signed statement by DGS's contracting officer stating that the Offeror has failed to enter into a contract consistent with the terms of this procurement and the Offeror's bid submitted thereunder.

### **H.2 Trade Subcontractor Bonds**

The Form of Contract will require that all trade subcontractors provide a payment and performance bond having a penal value equal to One Hundred Percent (100%) of the cost of the trade subcontract. All such bonds shall be written on a dual-obligee basis.

### **H.3 Contractor's Payment and Performance Bond**

In addition to the trade subcontractor bonds required by Section H.2, the Design-Builder will be required to post a payment and performance bond having a penal value equal to the GMP at the time the GMP Contract is executed.

**Attachment A**

**McMillan Design Documents**

**Attachment A1**

**Layout of McMillan Parcels**

**Attachment A2**

**Bridging Documents: Drawing List**



**Attachment A3**

**Scope Delineation Matrix**

**Attachment A4**

**Excess Scope Items**

**Attachment A5**

**Preliminary Project Schedule**

**Attachment B**

**Form of Offer Letter & Pricing Documents**

**Attachment C**

**Bidder/Offeror's Certification Form**

**Attachment D**

**Tax Affidavit**

**Attachment E**

**Davis-Bacon Wage Rates**

**Attachment F**

**Bid Bond Form**



**Attachment G**

**Standard Contract Provisions**

**Attachment H**

**SBE Subcontracting Plan**

**Attachment I**

**First Source Agreement**

**Attachment J**

**2016 Living Wage Act**

**Attachment K**

**Past Performance Evaluation Form**

**Attachment L**

**Agreement For Design-Build Services**

**Attachment M**

**Notice to Proceed and Letter Contract**

**Attachment N**

**Weekly Project Status Report Template**